

Inst #: 20211022-0001783
Fees: \$292.00
10/22/2021 01:03:06 PM
Receipt #: 4750632
Requestor:
WFG National Title Insura
Recorded By: ANI Pgs: 9
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

WFG National-Default Services

APN(s): 139-09-215-021
Recording requested by:
same as below
When recorded mail to:
Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108
619-645-7711

TS No.: NV-20-889014-AB

Space above this line for recorders use only

Order No.: 1743050NVD

Property Address: 1738 ASHBURN DRIVE, NORTH LAS VEGAS, NV 89032-3121

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corporation is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated 7/29/2004, executed by DAVID ANDERSON, AND JANET ANDERSON, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATIONS SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC, ITS SUCCESSORS AND ASSIGNS, as beneficiary, recorded 8/3/2004, as Instrument No. 20040803-0004093, of Official Records in the Office of the Recorder of CLARK County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$249,300.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 5/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. This amount owed will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

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TS No.: NV-20-889014-AB
Notice of Default

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

NATIONSTAR MORTGAGE LLC D/B/A Mr. Cooper
c/o Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification, please contact:

Nationstar Mortgage LLC d/b/a Mr. Cooper
Contact: Loss Mitigation Team
Department: Loss Mitigation Department
Phone: 888-480-2432
Toll Free: 888-480-2432

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Nevada Legal Services, Inc., 877-693-2163, <http://www.nslaw.net>; and Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snvrha.org>. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-20-889014-AB
Notice of Default

Dated: 10/21/2021

Quality Loan Service Corporation, as Trustee


By: Adriana Banuelos, Assistant Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

On OCT 21 2021 before me, Katherine A. Davis a notary public, personally appeared Adriana Banuelos, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

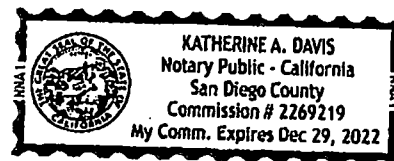
I certify under *PENALTY OF PERJURY* under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature


Katherine A. Davis



Borrower(s): DAVID ANDERSON JANET ANDERSON
Property Address: 1738 ASHBURN DRIVE NORTH LAS VEGAS NV 89032
Trustee Sale Number:

**NEVADA DECLARATION OF COMPLIANCE
NRS 107.400 – NRS 107.560**

The undersigned, as authorized agent or employee of the mortgage servicer named below, declares:

That this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.

1. ☐ The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by N.R.S. 107.510(2). Initial contact was made on _____, 20____; or
2. ☐ The mortgage servicer has tried with due diligence to contact the borrower(s) as required by N.R.S. 107.510(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on _____, 20____; or
3. The requirements of N.R.S. 107.510 do not apply, because:
 - a. ☐ The mortgage servicer is exempt pursuant to N.R.S. 107.460 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. ☒ The individual(s) do not meet the definition of a "borrower" as set forth in N.R.S. 107.410.
 - c. ☒ The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in N.R.S. 107.450) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. ☐ The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in N.R.S. 107.560(5), and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and N.R.S. 107.500 were timely sent per statute and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in N.R.S. 107.520 and N.R.S. 107.530 regarding the acceptance and processing of foreclosure prevention alternative applications.

NATIONSTAR MORTGAGE LLC D/B/A MR.
COOPER

Dated:

7/21/2021

Andre Dickson 7/21/2021

Signature of Agent or Employee

Andre Dickson - Document Execution Associate

Printed Name of Agent or Employee

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s) Identified in Deed of Trust:
JANET ANDERSON, DAVID
ANDERSON

Trustee Address:
Quality Loan Service Corp.
2763 Camino Del Rio South
San Diego, CA 92108

Property Address:
1738 ASHBURN DRIVE
NORTH LAS VEGAS, NV 89032-3121

Deed of Trust Document Instrument No.:
Instrument No. 20040803-0004093

STATE OF Texas)
)
COUNTY OF Denton)

ss:

The affiant, Dexter Honeycutt, a(n) Doc Ex Associate, of Nationstar Mortgage LLC, d/b/a Mr. Cooper ("Mr. Cooper") being first duly sworn upon oath and under penalty of perjury, based on personal knowledge following a review of (1) business records kept in the regular course of business (2) information contained in the records of the county recorder, and (3) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada, as required by Section 107.0805 of the Nevada Revised Statutes, attests that:

1. I am an authorized representative of the beneficiary, trustee, or servicer of the deed of trust described in the notice of default and election to sell.

2. I have personal knowledge of the facts in this affidavit based upon a review of Mr. Cooper's business records, and the information in this affidavit is taken from Mr. Cooper's business records. I have personal knowledge of Mr. Cooper procedures for creating the records maintained by Mr. Cooper in connection with the loan. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) made and kept in the usual and ordinary course of Mr. Cooper's regularly conducted business activities; and (c) created by Mr. Cooper as regular practice.

3. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	2763 Camino Del Rio South San Diego, CA 92108

4. The full name and business address of the current holder of the note secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
NATIONSTAR MORTGAGE LLC D/B/A Mr. Cooper	Nationstar Mortgage LLC d/b/a Mr. Cooper 8950 Cypress Waters Boulevard Coppell, TX 75019

5. The full name and business address of the current beneficiary of record of the Deed of Trust is:

Full Name	Street, City, State, Zip
NATIONSTAR MORTGAGE LLC D/B/A Mr. Cooper	Nationstar Mortgage LLC d/b/a Mr. Cooper 8950 Cypress Waters Boulevard Coppell, TX 75019

6. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Mr. Cooper	Nationstar Mortgage LLC d/b/a Mr. Cooper 8950 Cypress Waters Boulevard Coppell, TX 75019

7. The full name of every prior assignee under each recorded assignment of the deed of trust, is:

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Recorded Date	Recording Number	Name of Assignor	Name of Assignee
8/24/2009	200908240001330	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC, ITS SUCCESSORS AND ASSIGNS	BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP
*8/31/2011	201108310001327	Mortgage Electronic Registration Systems, Inc.	BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP
4/28/2014	20140428-0000889	BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP	NATIONSTAR MORTGAGE LLC D/B/A Mr. Cooper

*Duplicate/Wild Assignment

8. The beneficiary, successor in interest of the beneficiary, or trustee of the deed of trust (a) has actual or constructive possession of the note secured by the deed of trust; or (b) is entitled to enforce the obligation or debt secured by the deed of trust.

9. The beneficiary or its successor-in-interest or the servicer of the obligation or debt secured by the deed of trust has instructed the trustee to exercise the power of sale with respect to the property.

10. The beneficiary, its successor-in-interest, the trustee, the servicer of the obligation or debt secured by the deed of trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the deed of trust a written statement containing the following information:

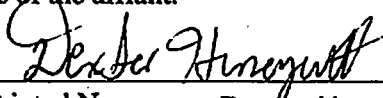
- a. The amount in default;
- b. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and

reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;

- c. A good faith estimate of all fees imposed in connection with the exercise of power of sale;
- d. The principal amount of the obligation or debt secured by the deed of trust;
- e. The amount of accrued interest and late charges;
- f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (11) below.

11. The borrower or obligor may utilize the following toll-free or local telephone number to obtain the most current amounts due and receive a recitation of the information contained in this Affidavit: (888) 480-2432.


The following is the true and correct signature of the affiant:


Printed Name: Dexter Honeycutt
Title: Doc Ex Associate
Date: 10-12-2021

STATE OF: Texas
COUNTY OF: Denton

Sworn to and subscribed before me on the 12th day of October, 2021 by
Dexter Honeycutt.

(NOTARY SEAL)


Signature of Notary Public

